

**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF THOMASTON  
September 6, 2018**

The Board of Trustees met on Thursday, September 6, 2018 at the Village Hall, 100 East Shore Road, Great Neck, New York at 7:30 p.m..

**Present:** Mayor Steven Weinberg, Deputy Mayor James Sharkey, Trustee Jill Monoson, Trustee To-on Pang, and Trustee Burton Weston

**Absent:** None

The Mayor opened the meeting at 7:35 p.m.

**Adoption of Minutes**

**RESOLUTION 18-69**

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Weston, the following resolution was adopted:

RESOLVED, that the minutes of the Board of Trustees meeting held on August 6, 2018 are hereby approved and accepted as presented.

The vote on this resolution was:	Mayor Weinberg:	Abstain	Deputy Mayor Sharkey:	Aye
	Trustee Monoson:	Aye	Trustee Pang:	Aye
	Trustee Weston:	Aye		

**Revised plans for Tower Ford**

The Board continued their review of revised plans for the Tower Ford project at 655 Northern Boulevard. Ron Zakary, R.A. of Zakary Hagemann Associates, Pasquale Iannone, Project Engineer of Bladykas & Panetta, and Michael Rosano, Landscape Designer presented revised plans for the Tower Ford project at 655 Northern Boulevard. Revised plans include:

- Building Plan: A-1, A-2, A-3 & A-4, prepared by ZHA Architects dated August 3, 2018
- Site Plan: C-1, C-2, C-3, C-4, prepared by Bladykas & Panetta dated
- Landscape Plan dated July 30, 2018

There was a short period of questions and comments. The Board reviewed the Short Environmental Form for the project.

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Monoson, and unanimously approved, the following resolution was adopted:

**RESOLUTION 18-70**

WHEREAS, on December 19, 2016, the Board of Trustees ("Board") of the Village of Thomaston granted Spartan Petroleum Corp. as owner("Owner"), and Tower Ford Inc. as lessee, an incentive use permit, pursuant to Village Code § 203-70.2, for use of property located at 655 Northern Boulevard, Thomaston, New York, also known as Section 2, Block 140, Lot 795 on the Nassau County Land and Tax Map (sometimes referred to as the "Premises"), and

WHEREAS, Great Neck Ford LLC, dba Tower Ford, the successor in interest to Tower Ford, Inc., has requested an amendment of the said incentive zoning approval, and related site plan, to (a) permit a full basement for storage of new vehicles, (b) add an interior mezzanine, (c) increase the overall building height by an additional 24 (twenty-four) inches, (d) decrease the side yard setback, (e) make concomitant changes to the landscaping plan, (f) add a complete sprinkler system and fire alarm system, (g) move the egress door and accompanying stairs on the west side of the building slightly to the south and (h) make minor glazing changes on the building facades, and

WHEREAS, the Board of Trustees, as Lead Agency, previously classified the incentive use permit application as an Unlisted Action pursuant to the State Environmental Quality Review Act (SEQRA) and issued a Negative Declaration in relation thereto, and

WHEREAS, the Board of Trustees has reviewed the potential environmental impacts of the proposed amendments to the previously approved use of property pursuant to the State Environmental Quality Review Act (SEQRA), and

WHEREAS, the Board has taken into consideration all of the matters brought forth at the previous public hearings with respect to the incentive use permit and site plan approval, and

WHEREAS, the Board of Trustees has considered the proposed amendments, and the Environmental Assessment Form submitted in relation thereto,

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hereby finds and concludes as follows:

1. The proposed action consists of an amendment to an existing incentive use permit for use and development of certain property in the Village as identified above;
2. The Board of Trustees is the Lead Agency for review of this application pursuant to the State Environmental Quality Review Act (SEQRA) and its implementing regulations;
3. The proposed amendment to the incentive use permit, and site plan, is an Unlisted Action as defined in the SEQRA and its implementing regulations;
4. This Negative Declaration has been prepared in accordance with the requirements of Article 8 of the Environmental Conservation Law;
5. The Lead Agency name and address is: Board of Trustees, Village of Thomaston, 100 E. Shore Road, Great Neck, New York 11023;
6. The name, address and telephone number of a person who can provide additional information are: Village Administrator Denise Knowland, 100 E. Shore Road, Great Neck, New York 11023, 516-482-3110;
7. The Board has considered the following factors, and makes the following conclusions, in respect to its review of the environmental impacts of the proposed action:
  - a. The proposed action would not result in any substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, nor any substantial increase in solid waste production, nor create a substantial increase in the potential for erosion, flooding, leaching or drainage problems;
  - b. the proposed action would not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on a significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species, or other significant adverse impacts to natural resources;
  - c. the proposed action would not impair the environmental characteristics of any Critical Environmental Area;
  - d. the proposed action would not conflict with the community's current plans or goals as official approved or adopted;
  - e. the proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources or of existing community or neighborhood character;
  - f. the proposed action would not result in a major change in the use of either the quantity or type of energy;
  - g. the proposed action would not create a hazard to human health;

h. the proposed action would not create a substantial change in the use, or intensity of use, of land, including agricultural, open space or recreational resources, or in its capacity to support existing uses;

i. the proposed action would not encourage or attract large numbers of persons to any place for more than a few days, compared to the number who would come to such place without such action;

j. the proposed action would not create changes in two or more elements of the environment, no one of which would have a significant impact on the environment, but when taken considered together would result in a substantial adverse impact on the environment;

k. the proposed action would not create substantial adverse impacts when considered cumulatively with any other actions, proposed or in process;

l. the proposed action would not result in substantial adverse impact with respect to any relevant environmental consideration, including noise, aesthetics, traffic, air quality, water quality or adequacy of water supply, drainage, soil conditions, or quality of life in the community in general and the immediate neighborhood in particular;

m. the proposed action would not have a significant adverse environmental impact;

8. No further review of environmental impact is required pursuant to SEQRA;

and it is further

RESOLVED, that the Board further finds and determines that

1. the requested amendments to the previously approved incentive use permit, subject to the conditions previously imposed and any additional conditions imposed herein, will not adversely affect other properties in the Village of Thomaston, is consistent with the general conditions in the surrounding neighborhood, and will not adversely affect the availability of affordable housing in the Village;

2. any additional impacts resulting from the proposed amendments are adequately prevented or mitigated by the conditions imposed herein by the Board, in conjunction with those conditions previously imposed;

3. the proposed use, as amended, if conducted in accordance with the conditions previously imposed and those impose herein will not prevent the orderly and reasonable use of adjacent properties and will be in harmony with the general purpose of the zoning code of the Village of Thomaston.

4. The incentive use permit and site plan approval previously granted by the Board as aforesaid are hereby amended, subject to compliance with all of the terms and conditions stated in the previous approval, except to the extent inconsistent with the matters stated and conditions imposed herein.

5. Each of the additional or amended conditions herein stated is considered essential to the proper operation and use of the Premises, and the Board of Trustees hereby finds that it would not approve the incentive use permit amendment without the inclusion of each of such conditions. Should any of such conditions be invalidated for any reason, this decision granting approval of the incentive use permit amendment shall, at the option of the Board of Trustees, be null and void, and of no effect, and the incentive use permit application amendment shall be deemed denied.

6. The necessary additional conditions are as follows:

a. The Premises shall be developed and used only in accordance with the previously approved plans, except to the extent that the same are amended in the plans filed with this amendment application;

b. The terms and conditions of the December 19, 2016 approval shall remain in effect, except as modified herein.

c. The use of the full basement as shown in the plans submitted with the amendment application shall be limited to storage of new vehicles, and any other use of the basement, or any portion thereof, shall require the prior approval of the Board of Trustees;

d. There shall be no test driving of vehicles on local streets in the Village. This shall not be construed to prohibit test driving on Northern Boulevard or Middle Neck Road in the Village;

e. No vehicles shall be delivered to the premises via any local streets in the Village, and all such deliveries shall be made via Middle Neck Road and Northern Boulevard;

f. In all other respects, and except as may be inconsistent with the conditions of this approval, the terms and conditions of the December 19, 2016 incentive zoning permit approval shall remain in effect;

7. This approval shall not be effective unless, within sixty (60) days after the adoption of this resolution, or such later date as may be authorized by further resolution of the Board of Trustees, but in any event prior to issuance of a certificate of occupancy or compliance for use of the Premises and prior to any actual use of the Premises pursuant to the incentive zoning approval, and at the sole expense of the owner of the Premises, the owner of the Premises, and the applicant, shall record in the office of the Nassau County Clerk an amendment to the declaration of covenants and restrictions ("Declaration") previously recorded pursuant to the incentive zoning permit approval, in a form previously approved by the Village Attorney, sufficient to embody the restrictions and conditions contained in this resolution and any other terms agreed upon by and between the Village Attorney and Declarants consistent with the letter and spirit of this resolution.

a. Such declaration shall be binding upon the present, and any future, owner or purchaser of the Premises. Together with such proposed declaration, the Owner shall submit to the Village Attorney a current title report for the property sufficient to demonstrate all ownership interests and liens on the property, together with such documents as may reasonably be required by the Village Attorney to assure that the declaration, when recorded at the office of the Nassau County Clerk, shall be superior to any and all encumbrances securing the payment of money, options to purchase or lease the Premises, or leases or use agreements relating to the Premises;

b. In addition, the Owner of the premises shall at such time submit documentation satisfactory to the Village Attorney that Great Neck Ford, LLC is the lawful successor in interest to Tower Ford, Inc., or the consent and approval of Tower Ford, Inc., to the said Declaration and the recording thereof;

c. The said Declaration shall be binding upon the owner of the Premises, Tower Ford, Inc. and their successors and assigns, and on any future tenant or other occupant of the Premises, and shall run with the land;

d. The Declaration shall be enforceable by the Village in any manner authorized in law or in equity;

e. The Declaration, and the terms and conditions contained therein, shall be irrevocable, and may be cancelled, modified or amended only with the written consent of the Board and Tower;

f. Whenever the Declaration references an obligation of Owner, compliance shall also be an obligation of any future owner, tenant, operator, or other occupant, and their respective successors and assigns.

g. The said Declaration shall also provide that in the event the Village is required to undertake any legal action to enforce any condition of the Declaration, the Village shall be entitled to recover from the owner and/or occupant of the Premises, or any other party defendant in such action, the Village's reasonable legal fees and expenses in such action if the Village prevails in such action in whole or in part

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson	Aye	Trustee Pang:	Aye
	Trustee Weston	Aye		

#### **2018/19 Budget Modifications**

##### **RESOLUTION 18-71**

Upon motion of Trustee Pang, seconded by Deputy Mayor Sharkey, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Budget Modifications for the 2018/2019 fiscal year as of September 6, 2018 (Attachment A), are hereby accepted as presented.

The vote on this resolution was:	Mayor Weinberg:	Aye	Deputy Mayor Sharkey:	Aye
	Trustee Monoson	Aye	Trustee Pang:	Aye
	Trustee Weston	Aye		

#### **Tax Certiorari Settlement - Morton's of Chicago v. Assessor**

Mayor Weinberg informed the Board that the Village Attorney has negotiated a settlement of the tax certiorari case involving the property located at 777 Northern Boulevard.

##### **RESOLUTION 18-72**

Upon motion of Trustee Monoson, seconded by Trustee Weston, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Board of Trustees hereby approves the settlement of the tax certiorari claims for the property known as 777 Northern Boulevard and also known as Section 2, Block 140 Lot(s) 480, 482-483, 484-489, for the tax years 2016/17 through 2018/19 for a lump sum refund of \$7,500 and reduction in assessed value to \$27,000 for the 2019/20 tax year, with a three year moratorium on further filing.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye  
Trustee Monoson: Aye Trustee Pang: Aye  
Trustee Weston: Aye

### **Public Works Report**

The Mayor read the Public Works Report and informed the Board that the road work had been completed on Lee Avenue and Gilchrest Road.

### **Review of Vehicle and Traffic Schedules**

The Board reviewed Village Code §196-30 Schedule II: One-Way Streets, §196-31 Schedule III: Prohibited Turns at Intersections and §196-34 Schedule VI: Stop Intersections, in relation to Lee Avenue. Upon conclusion of the discussion, the Board concluded that a traffic study is necessary to determine the proper traffic control measures for Lee Avenue.

#### **RESOLUTION 18-73**

Upon motion of Trustee Weston, seconded by Mayor Weinberg, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Village will engage a consultant to perform a traffic study of Lee Avenue

and it is further

RESOLVED, that the following portions of Village Code §196-31 Schedule III: Prohibited Turns at Intersections are hereby suspended, effective immediately for a period of six (6) months, at the following location(s) in the existing schedule:

<b>Location</b>	<b>Controlling Traffic</b>	<b>Prohibited Turn/Hours</b>
Lee Avenue and Northern Boulevard	Southbound on Lee Avenue	Left/Between 4:00 p.m. and 7:00 p.m., Monday through Friday
Northern Boulevard and Lee Avenue	West on Northern Boulevard	Right/Between 7:00 a.m. and 10:00 a.m., Monday through Friday

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye  
Trustee Monoson: Aye Trustee Pang: Aye  
Trustee Weston: Aye

### **New Business**

The Board reviewed two (2) proposals for insect exterminating services at the Village Hall (Attachment B).

<b><u>Name of Vendor</u></b>	<b><u>Cost for one (1) year of service</u></b>
Paramount Pest Management	\$1,450
Conroy Exterminating Services Incorporated	\$1,980

#### **RESOLUTION 18-74**

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Monoson, and unanimously approved, the following resolution was adopted:

RESOLVED, that the proposal from Paramount Pest Management is hereby accepted

and it is further

RESOLVED, that the Mayor is authorized to execute the Agreement with Paramount Pest Management.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye  
Trustee Monoson: Aye Trustee Pang: Aye  
Trustee Weston: Aye

**Vouchers**

RESOLUTION 18-75

Upon motion of Trustee Weston, seconded by Trustee Monoson, and unanimously approved, the following resolution was adopted:

RESOLVED, that vouchers, in the aggregate amount of \$10,236.71 (as itemized on the Abstract of Vouchers dated Thursday, September 6, 2018), are hereby approved for payment, all allocated to the General Fund.

The vote on this resolution was: Mayor Weinberg: Aye Deputy Mayor Sharkey: Aye  
Trustee Monoson: Aye Trustee Pang: Aye  
Trustee Weston: Aye

A copy of the approved voucher list is attached to these minutes.

**Adjournment**

At 8:30 p.m., there being no further business, the motion to adjourn was made by Trustee Monoson, seconded by Deputy Mayor Sharkey, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland  
Village Administrator

<b>INC. VILLAGE OF THOMASTON</b>						
<b>AUDITED VOUCHERS</b>						
<b>August 7 through September 6, 2018</b>						
<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Amount</b>		
Check	08/08/2018	1286	JOSEPH J. CHEARMONTE ARCHITECT P.C.	-750.00		
Paycheck	08/10/2018	1287	ALLAN J GRDOVICH			
Paycheck	08/10/2018	1288	ANTHONY J CIAPPA			
Paycheck	08/10/2018	1289	CATHERINE M PULTOIAN			
Paycheck	08/10/2018	1290	CHRISTOPHER T SCHICKLER			
Paycheck	08/10/2018	1291	DAVID B DISTILLI			
Paycheck	08/10/2018	1292	DENISE M KNOWLAND			
Paycheck	08/10/2018	1293	GERALD P. UMLAUF			
Paycheck	08/10/2018	1294	LINDA M EARLEY			
Paycheck	08/10/2018	1295	NEIL G. HICKS			
Paycheck	08/10/2018	1296	WILLIAM MAZURKIEWICZ			
Check	08/17/2018	1297	WATER AUTHORITY OF GREAT NECK NORTH	-35.55		
Check	08/17/2018	1298	NATIONAL GRID	-40.77		
Check	08/17/2018	1299	NATIONAL GRID	-44.29		
Check	08/17/2018	1300	NATIONAL GRID	-71.54		
Check	08/17/2018	1301	NATIONAL GRID	-61.53		
Check	08/17/2018	1302	PSEGLI	-47.77		
Check	08/17/2018	1303	PSEGLI	-739.90		
Check	08/22/2018	1304	JOSEPH J. CHEARMONTE ARCHITECT P.C.	-750.00		
Check	08/22/2018	1305	JOSEPH J. CHEARMONTE ARCHITECT P.C.	-1,200.00		
Paycheck	08/24/2018	1306	ANTHONY J CIAPPA			
Paycheck	08/24/2018	1307	CHRISTOPHER T SCHICKLER			
Paycheck	08/24/2018	1308	DAVID B DISTILLI			
Paycheck	08/24/2018	1309	GERALD P. UMLAUF			
Paycheck	08/24/2018	1310	NEIL G. HICKS			
Paycheck	08/24/2018	1311	WILLIAM MAZURKIEWICZ			
Paycheck	08/24/2018	1312	ALLAN J GRDOVICH			
Paycheck	08/24/2018	DD	CATHERINE M PULTOIAN			
Paycheck	08/24/2018	DD	DENISE M KNOWLAND			
Paycheck	08/24/2018	DD	LINDA M EARLEY			
Check	09/05/2018	1313	JOSEPH J. CHEARMONTE ARCHITECT P.C.	-750.00		
Check	09/06/2018	1314	PERMA	-101.14		
Check	09/06/2018	1315	GARY MUHLSTOCK	-500.00		
Check	09/06/2018	1316	WINTERS BROS. HAULING OF LI, LLC	-95.00		
Check	09/06/2018	1317	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	-560.50		
Check	09/06/2018	1318	AUTO BARN	-11.95		
Check	09/06/2018	1319	NOVEMBER AND SONS LLC	-485.00		

	Check	09/06/2018	1320	FELDMAN LUMBER	-51.05	
	Check	09/06/2018	1321	COSTELLO'S HARDWARE	-85.36	
	Check	09/06/2018	1322	PSEGLI	-48.74	
	Check	09/06/2018	1323	VERIZON WIRELESS	-106.36	
	Check	09/06/2018	1324	BLANK SLATE MEDIA LLC	-48.60	
	Check	09/06/2018	1325	VERIZON	-111.61	
	Check	09/06/2018	1326	MUNICIPAL AUDIT SERVICES, LLC	-51.70	
	Check	09/06/2018	1327	OLD VILLAGE TREE SERVICE	-850.00	
	Check	09/06/2018	1328	AIR IDEAL INCORPORATED	-275.00	
	Check	09/06/2018	1329	VERIZON	-398.17	
	Check	09/06/2018	1330	PSEGLI	-10.36	
	Check	09/06/2018	1331	PSEGLI	-251.84	
	Check	09/06/2018	1332	MANHASSET-LAKEVILLE WATER DISTRICT	-51.60	
	Check	09/06/2018	1333	HELLMAN ELECTRIC	-909.00	
	Check	09/06/2018	1334	OPTIMUM	-20.00	
	Check	09/06/2018	1335	READYREFRESH BY NESTLE	-55.91	
	Check	09/06/2018	1336	HOME DEPOT CREDIT SERVICES	-177.45	
	Check	09/06/2018	1337	STAPLES CREDIT PLAN	-136.24	
	Check	09/06/2018	1338	BUSINESS CARD	-149.79	
	Check	09/06/2018	1339	BUSINESS CARD	-2.99	
	Check	09/06/2018	1340	FINE DETAILING	-200.00	
					-	
					10,236.71	
					-	
	<b>Total</b>				<b>10,236.71</b>	



	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
GENERAL GOVERNMENT SUPPORT ITEMS ADOPTED JANUARY 8 , 2018						
BOARD OF TRUSTEES						
A1010.1 Personal Service	\$0					
A1010.4 Contract Expense	\$0					
TOTAL LEGISLATIVE	\$0					
EXECUTIVE						
MAYOR						
A1210.1 Personal Service	\$0					
A1210.4 Contract Expense	\$0					
TOTAL EXECUTIVE	\$0					
FINANCES						
AUDITOR						
A1320.1 Personal Service	\$0					
A1320.4 Contract Expense	\$13,000					
TOTAL AUDITOR	\$13,000					
CLERK-TREASURER						
A1325.1 Personal Service	\$157,000					
A1325.2 Equipment	\$7,000					
A1325.4a Telephone	\$6,500					
A1325.4b Staty & Postage	\$3,000					
A1325.4c Legal Notice	\$800					
A1325.4d Misc.	\$7,000					
A1325.4e Computer Maintenance	\$8,500					
TOTAL CLERK-TREASURER	\$189,800					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
STAFF						
LAW						
A1420.1 Personal Service	\$0					
A1420.4 Contract Service	\$30,000					
TOTAL LAW	\$30,000					
ELECTION						
A1450.1 Personal Service	\$0					
A1450.4 Contract Expense	\$300					
TOTAL ELECTION	\$300					
TOTAL STAFF	\$30,300					
SHARED SERVICES BUILDING						
A1620.2 Buildings, Equip. & Capital Outlay	\$80,000					
A1620.4a Electric, Water, Heat	\$24,000					
A1620.4b Contract Expense	\$2,500					
A1620.4c Cleaning Service	\$4,000					
A1620.4d & e General Improvements	\$0					
A1620.4h Garage Utilities & other						
TOTAL SHARED SERVICES	\$110,500					
SPECIAL ITEMS						
A1910.4 Unallocated Insurance	\$50,000					
A1920.4 Municipal Dues	\$5,000					
A1903.4 Judgments and Claims	\$0					
A1950.4 Property Taxes	\$1,600					
A1964.4 Refund of Taxes	\$60,000	\$75,000	\$85,871	\$10,871		
A1990.4 Contingent Account	\$60,000	\$45,000				
TOTAL SPECIAL ITEMS	\$176,600					
(PAGE 2 ITEM I)	\$520,200					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
PUBLIC SAFETY						
CODE ENFORCEMENT						
A3120.1 Code Enforcement	\$25,900					
A3120.4 Code Enforcement Contr.	\$1,550					
A3120.4A Scan Maintenance	\$0					
A3120 Other	\$0					
TOTAL CODE ENFORCEMENT	\$27,450					
FIRE DEPARTMENT						
A3410.1 Personal Service	\$0					
A3410.4a Volunteer Fire	\$41,368					
A3410.4b Hydrants	\$5,280					
TOTAL FIRE DEPARTMENT	\$46,648					
TOTAL CODE AND FIRE	\$74,098					
SAFETY INSPECTION						
A3620.1 Personal Service	\$0					
A3620.4 Contract Service	\$25,000		\$36,000	\$11,000		
TOTAL SAFETY INSPECTION	\$25,000					
Page 2 ITEM II	\$99,098					
PUBLIC HEALTH						
HEALTH						
A4010.4 Contract Expense	\$0					
TOTAL HEALTH	\$0					
REGISTRAR OF VITAL STATISTICS						
A4020.4 Contract Expense	\$0					
TOTAL REGISTRAR	\$0					
(PAGE 2 ITEM III)	\$0					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
TRANSPORTATION ITEMS						
STREET ADMINISTRATION						
A5010.1 Personal Service	\$143,000					
A5010.4 Contract Expense	\$0					
TOTAL STREET ADMINISTRATION	\$143,000					
STREET MAINTENANCE						
A5110.2 Maint. of Streets, Equipment & Capital Out	\$530,000					
A5110.4a Equipment Repair	\$5,000					
A5110.4b Gas, Oil, Tires	\$15,000					
A5110.4c Contra. St. Repair	\$0					
A5110.4d Paving Materials	\$2,500					
A5110.4e Supplies	\$10,000					
A5110.4f Signs	\$50,000					
A5110.4h Miscellaneous	\$5,000					
A5110.4i Engineering	\$5,000					
A5110.4 Street Maintenance Other	\$2,000					
TOTAL STREET MAINTENANCE	\$624,500					
SNOW REMOVAL						
A5142.1 Personal Service	\$0					
A5142.2 Snow Contract Expenses (Salt)	\$15,000					
TOTAL SNOW REMOVAL	\$15,000					
STREET LIGHTING						
A5182.4 Contract Exp.:PSEGLI	\$5,500					
A5182.4a Contract: Maintenance	\$3,000					
A5182.2 Light Fixtures New	\$1,500					
A5182 Street Lighting Other	\$0					
TOTAL STREET LIGHTING	\$10,000					
Page 2 ITEM IV	\$792,500					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
ECONOMIC OPPORTUNITY AND DEVELOPMENT						
A6410.4 Public Relations	\$0					
TOTAL ECONOMIC OPPORTUNITY	\$0					
CULTURE AND RECREATION						
YOUTH PROGRAM						
A7310.4 Contract Expense	\$0					
TOTAL YOUTH PROGRAM	\$0					
HISTORIAN						
A7510.4 Contract Expense	\$0					
TOTAL HISTORIAN	\$0					
CELEBRATIONS						
A7550.4 Contract Expense	\$0					
TOTAL CELEBRATIONS	\$0					
PROGRAM FOR THE AGED						
A7610 Contract Expense	\$0					
TOTAL PROGRAM FOR THE AGED	\$0					
ARTS PROGRAM						
A7989 Contract Expense	\$0					
TOTAL ARTS PROGRAM	\$0					
(PAGE 2 ITEM V)	\$0					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
HOME & COMMUNITY SERVICE						
ZONING						
A8010.1 Personal Expense	\$0					
A8010.4 Contract Expense	\$1,500					
A8010 Zoning Other	\$0					
TOTAL ZONING	\$1,500					
PLANNING						
A8020.4 Contract Expense	\$0					
TOTAL PLANNING	\$0					
SANITATION						
A8160.4a Contract Refuse	\$348,500					
A8160.4b Incinerator	\$15,000					
A8160.4c Abandoned Cars	\$0					
TOTAL SANITATION	\$363,500					
STREET CLEANING						
A8170.1 Personal Service	\$164,000					
A8170.1 Overtime	\$8,500					
TOTAL STREET CLEANING	\$172,500					
BEAUTIFICATION						
A8570.4a Beautification	\$25,000					
SHADE TREES						
A8560.4 Contract Expense	\$20,000					
TOTAL SHADE TREES AND BEAUTIFICATION	\$45,000					
HOUSING						
A8610.4 EPTA	\$0					
A8612.4 Sen. Citizen Tenants	\$0					
TOTAL HOUSING PROGRAM	\$0					
(PAGE 2 ITEM VI)	\$582,500					

	ADOPTED BUDGET 2018-19	As Modified 3/12/18	As Modified 9/6/18	Difference		
UNDISTRIBUTED EMPLOYEE BENEFITS						
A9010.8 State Retirement	\$52,000					
A9030.8 Social Security	\$37,900					
A9040.8 Workers Comp.	\$25,000					
A9045.8 Medical & Dental	\$83,100					
A9050.8 Unemployment Ins.	\$0					
A9055.8 N.Y.S. Disability	\$300					
TOTAL EMPLOYEE BENEFITS	\$198,300					
(PAGE 2 ITEM VII)	\$198,300					
INTERFUND TRANSFERS						
A9550 Transfer to Other Funds	\$0					
A9560.4 Capital Reserve	\$0					
TOTAL INTERFUND TRANSFERS	\$0					
(PAGE 2 ITEM VIII)	\$0					
DEBT SERVICE ITEM IX						
A9759.6 Notes Principal	\$0					
A9759.7 Notes Interest	\$0					
TOTAL DEBT SERVICE	\$0					
(PAGE 2 ITEM IX)	\$0					
PAGE TOTAL	\$198,300					
GRAND TOTALS	\$2,192,598	\$2,192,598	\$2,214,469	\$21,871	(\$21,871)	\$0
				INCREASE IN APPROP.	REVENUE OFFSETS:	NET CHANGE
					RE TAX PRIOR YEARS	
					INTEREST & PENALTIES	

	ADOPTED 2018-19	As Modified 9/6/18	Difference					
OTHER TAX ITEMS								
A1020 Taxes Prior Years	\$0	\$13,726	\$13,726					
A1081 Payments in Lieu of Taxes	\$0							
A1090 Interest & Penalty	\$3,500	\$11,645	\$8,145					
TOTAL OTHER TAX ITEMS	\$3,500							
NON-PROPERTY TAX ITEMS								
A1120 Utility Gross Receipts	\$45,000							
A1170 Franchise Fees	\$25,000							
A1189 Contribution	\$37,500							
TOTAL NON-PROPERTY TAX ITEMS	\$107,500							
GENERAL GOV'T SUPPORT								
A1235 Charges Tax Advertising	\$0							
A1255 Clerk Fees	\$3,000							
TOTAL GOV'T SUPPORT	\$3,000							
HOME & COMMUNITY SERVICE								
A2110 Zoning Fees	\$2,000							
A2165 Emergency Tenant Act	\$0							
TOTAL HOME & COMMUNITY SERVICE	\$2,000							
USE OF MONEY & PROPERTY								
A2401 Interest Earnings	\$1,000							
A2410 Rental Real Property	\$85,000							
TOTAL USE OF MONEY & PROPERTY	\$86,000							
LICENSES & PERMITS								
A2501 Business & Occupational Licenses	\$450							
A2590 Permits	\$100,000							
TOTAL LICENSES & PERMITS	\$100,450							
PAGE TOTAL:	\$302,450							



	ADOPTED 2018-19	As Modified 9/6/18	Difference					
FINES & FORFEITURES								
A2610 Fines & For. Bail	\$20,000							
TOTAL FINES & FORFEITURES	\$20,000							
SALE OF PROPERTY & COMPENSATION FOR LOSSES								
A2655 Minor Sales	\$0							
A2660 Real Prop. Sales	\$0							
A2665 Sales Equipment	\$7,500							
A2680 Insurance Recovery	\$0							
TOTAL SALE OF PROP. & COMP. FOR LOSSES	\$7,500							
MISCELLANEOUS								
A511N Appropriated Reserves	\$62,800							
A599N Appropriated Fund Balance	\$86,278							
A2701 Refund for Prior Year Appropriations	\$0							
A2770 Other Unclassified Revenue	\$0							
A2801 Interfund Revenues	\$0							
TOTAL MISCELLANEOUS	\$149,078							
STATE AID								
A3001 State Aid, Revenue Sharing	\$20,000							
A3005 State Mtg. Tax	\$75,000							
A3801 Rec Elderly	\$0							
A3089 Other State Aid	\$50,000							
A3137 Bldg. & Fire Code	\$0							
A3501 CHIPS O&M	\$40,000							
A3501 CHIPS Capital Expenses	\$0							
A3960 State Aid:Emergency Assistance	\$0							
A4001 Intergovernmental	\$0							
TOTAL STATE AID	\$185,000							
FEDERAL AID								
A4900 Federal Aid	\$0							

	ADOPTED 2018-19	As Modified 9/6/18	Difference					
A4960 Emergency Disaster	\$0							
TOTAL FEDERAL AID	\$0							
PAGE TOTAL	\$361,578							
Grand Totals	\$664,028	\$685,899	\$21,871 INCREASE IN REVENUE					

CONROY



Exterminating Services Incorporated

18 Millbrook Court  
Great Neck, NY 11021

Long Island - 516-466-PEST  
Elsewhere - 1-888-4CONROY

September 4, 2018

Sir/Madam,

I wish to thank Linda for calling us to visit your facility and a thank you to Denise for escorting me around and informing me of the pest issues you are experiencing.

My inspection revealed the presence of what we call in the industry "occasional invaders". Meaning under normal circumstances every home or place of business will get some of these insects now and then. I observed on your glue traps, which need to be placed more discreetly, out of site of the public, some exterior beetles, millipedes, centipedes, small spiders and a silverfish and a couple of other insects that were too decayed to identify. Plus, some small ants.

Denise did show me where most of the small ant activity occurs, front door area, and rest room. There were some solid/dry bait stations in place at these locations.

There are some structural/landscaping improvements that should be done to improve the situation in the facility, these are not things we do but I would advise you to have staff perform the improvements or an outside contractor.

The cleaning vendor needs to do a more complete job of getting to all areas. I showed Denise the side exit door of the court room and there were so many spider webs and some live spiders. Not large or dangerous but the population was more than you wish. Lots of old webs, dust and dirt, I am sure this holds true for more than one area. By vacuuming properly, many of the insects are sucked up and thrown out before they are seen or show up on a glue trap.

Not all doors can be sealed 100% but weather stripping around doors eliminates access points, thereby reducing interior populations. The front doors look well sealed, but you can see light in the middle and possibly the bottom, it was daylight when I was there so hard to tell.

You need to remember you have security lights outside and they attract insects to the doors and out of curiosity the insects wander in and are seen somewhere else in the building later in the day or the next day.

The small ants in the restroom probably come through any minute openings in the grout, there can be control measures put in place for that issue (later).

I would replace the floor molding that is peeling off the wall near the front doors, you can see holes in the walls behind the moldings where the ants are coming into the structure.

One more item, a big job but think it will help you immensely. The exterior front landscaping against the building, left and right of the front doors. It needs to be culled out and cut back sharply. This is where insects live and breed, get moisture and make homes, all of the previously mentioned insects live there, plus crickets and many others. This will not impact the view from East Shore Road but the bushes, foliage, weeds and so on should be cut away from the building 12-18 inches. No mulch, just dirt should be there, this way the sun and wind can come through and dry out the moisture in these harborages and breeding sites. When standing outside the doors you should be able to look both left and right and see a path between the building and the shrubbery. There are metal

coverings at the base of the windows (exterior) and I believe they are open at the bottom, open enough for insects to enter under them and live there, I have no way of knowing if there is caulking missing allowing the insects to migrate from there into the building near the windows. Foliage (weeds) are growing onto these metal coverings giving the insects a path to the interior.

Ok, told you what you can do to improve things, now what can we do besides this advice.

I would recommend an IPM approach to your pest issues, IPM meaning Integrated Pest Management. We do not like to come in and spray around for show, it really serves no purpose unless there is a particular target that needs that type of application. No one, the staff, the public and administrators want pesticides applied if not absolutely necessary.

We would approach this in a few ways:

Make frontal exterior applications of both insect baits and granular applications. These would be applied to the front of the structure, up against the building. The baits are for foraging insects to consume and the granular applications are contact insecticides. Water from rain or sprinklers does not affect their performance, in fact the granules work better if they get wet and they will get wet.

Of course, they would not be placed directly in front of the doors where they can get tracked inside.

This will reduce the exterior populations, thereby reducing the number of insects entering.

The small ants would be addressed using gel baits, where there is activity gels are applied and following the application you may see more activity, temporarily, because the ants are communicating bringing other ants to the gel baits which are all toxic to them.

The strategic placement of glue traps through-out the facility not obvious to you or the public, these are to catch insects that do get in before anyone sees them.

I would be promising you "pie in the sky" if I told you you will not see any more insects, you are in Nassau County and there will always be insect activity, the idea is to limit that and try to kill as many as possible before they make access and capture any that do get inside.

Denise mentioned "stink bugs", wish I could give you a solution but there really is no viable one. There are some services that spray the entire exterior of the structure at a point in time, but I think it has limited if any affect. If you were in Brookville or a place like Laurel Hollow the population would be tenfold (many more trees), they get into private homes, public facilities, apartments and so on.....Not too much you can really do to stop them and hopefully we would catch some on our glue traps.

The exterior applications are done monthly, once each month except for Dec./Jan./Feb. unless we have a very mild month among those, if yes, we may apply. The idea is to get a base down and keep it refreshed.

The program would be a twelve-month service program, with all of the above mentioned preformed each month. All glue traps are inspected and changed as necessary. The pricing remains the same for all twelve months.

The service program includes the control of cockroaches, interior mice and rats and small ants. The glue trap maintenance will help control the "occasional invaders" mentioned.

The service does not include exterior rodents (you have lots of cats there, ha) or ectoparasites, bed bugs, fleas, wasps and so on... if needed, any of these types of services would be estimated and invoiced separately.

Services are done during normal business hours and there is no disruption to staff. We do want their input, telling us of any issue.

This service is for the main level only, not the garages and below. Denise said they have no issues but if you wish to add those areas I will re-figure the cost.

All materials applied are EPA and NYS registered.

We were referred to you by the Village of Great Neck, if you want other references please just ask.

I know this was a little lengthy but there are many things in the beginning that you can do to help your own cause and I advise you to do them if possible.

The cost of your monthly service program would be \$165.00 per month, assume you are tax exempt.

If you have any inquires please email me and I will respond promptly.

Thank you very much for allowing us to present this proposal to you.  
I wish you well,

Jim Conroy  
Conroy Exterminating Services, Inc.



## Pest Management Plan Proposal / Agreement

**Purchaser Name:** Deputy Village Clerk, Village of Thomaston

**Service Address:** 100 E Shore Rd, Great Neck, NY 11023

**Prepared by:** Aaron Klein

**Date:** 8/25/18

Dear Linda,

It was a pleasure meeting with you on Friday and thank you for considering Paramount Pest Management. Below you will find my recommendations for pest control service at the village hall based on my visual inspection.

Please let me know if you have any questions and thank you again for this opportunity.

### Pest Management Plan Specifications

This Proposal contains two service components; the **Initial Service** and the **Quarterly Pest Management Plan** as specified below:

#### 1. Initial Service

The one-time initial service shall include the following:

- Initial treatment of the basement, main level, and the immediate exterior foundation of the building for the control of ants (including carpenter ants), centipedes, clover mites, cockroaches, crickets, earwigs, hornets, mice, millipedes, pill bugs, rats, silverfish, sow bugs, and non-venomous spiders.
- Interior treatment will include the placement of pest monitors, physical removal of spider webs where accessible, and the application of either odorless gel bait, odorless granular bait application, and/or odorless insecticide dust application only.
- Liquid spray materials will only be applied on the exterior foundation of the building, around exterior doors, and exterior windows.
- *The one-time cost for the initial service(s) specified above is \$550.00 plus sales tax, if applicable*

#### 2. Quarterly Pest Management Plan

Paramount shall return approximately (30) days after the initial service(s) detailed above are completed to reinspect and retreat the building (if necessary) for included pests. Thereafter, Paramount will visit the building approximately every (90) days to visually inspect and provide treatment to control included pests as needed.

- *The cost of the Quarterly Pest Management Plan is \$225.00 per service, plus sales tax if applicable.*



### 3. Pests Included for Inspection & Treatment

Ants (including carpenter ants)), centipedes, clover mites, cockroaches, crickets, earwigs, hornets, mice, millipedes, pill bugs, rats, silverfish, sow bugs, and non-venomous spiders.

Inspections and treatments for the following pests shall be considered special services, separate from this Agreement, and subject to additional fees:

- Blood-feeding organisms, such as, but not limited to, bed bugs, mosquitoes, fleas and ticks.
- Nuisance wildlife such as, but not limited to; cats, bats, birds, deer, fox, possum, raccoons, and snakes.
- Fruit flies and phorid flies.
- Wood destroying organisms, such as, but not limited to; subterranean termites and carpenter bees.
- Plant feeding/infesting pests.

### 4. Areas Included for Inspection & Treatment

Basement, main level, and the immediate exterior foundation of the Village Hall building.

### 5. Conditions Conducive to Pests

- a) The effectiveness of this Pest Management Plan is directly dependent on the cooperation of all parties involved and suitable results cannot be achieved through the application of materials alone. In certain situations, we may require building staff and/or tenants to prepare areas prior to our services so we can perform safe and effective treatments. If we discover conditions at the building included within this Agreement that will lead to and/or help pests to develop, we will request that you correct such conditions in a timely manner. If you do not correct conditions conducive to pests as reported by us in a timely manner, and/or if areas are not properly prepared prior to our treatments as we request, then we will not be able to manage pests effectively and we may have no choice but to terminate this Agreement without further liability or penalty.
- b) Paramount shall not be responsible for any structural, sanitary, and/or procedural repairs/modifications deemed necessary to eliminate conditions conducive to pests, including, but not limited to, the application of caulk and other sealing materials, and such modifications/repairs, whether reported by Paramount or considered necessary by the building, shall be the sole responsibility of the Purchaser.

### 6. Additional / Special Services

This Agreement provides for (1) initial service, (1) service approximately (30) days after the initial service, and (1) service approximately every (90) days thereafter. All service(s) requested in addition to the service schedule stated herein, whether such additional requests for service are corrective, special, or emergency in nature, may be considered special services and subject to additional fees. Pest services required by court order and/or required to correct any violation issued by any binding authority are not covered by this Agreement and shall be considered special services and may be subject to additional fees.



## 7. Terms of Payment

Purchaser agrees to pay for the services furnished by Paramount as specified in this Agreement no later than thirty (30) days from the date of our invoice. All invoices not contested in writing within ten (10) business days from the date of our invoice shall be deemed accepted by you and payable in full according to the terms and conditions of this Agreement. Interest will be added at a rate of 1 ½% per month, or at an annual rate of 18%, to all invoices not paid within (30) days of our invoice date. In the event legal action is necessary to collect any amount past due, Paramount shall be entitled to recover all reasonable costs of collection, including reasonable attorney's fees and expenses, along with any outstanding amounts due Paramount. You further agree that fees unpaid over thirty (30) days from our invoice date will result in the suspension of all services and the termination of all warranties without notice. This Agreement and any extension of its term will be effective only upon payment of the charges as specified herein. Paramount shall have the right to charge a returned check fee of \$50.00 if the situation arises and/or a fee to restart service if services are suspended due to late payment.

## 8. Term of Agreement

This Agreement is for an initial period of twelve (12) months beginning on the date of our first visit to the service address and shall continue thereafter on a month to month basis unless and until; **(1)** a new Agreement is signed by both parties; **(2)** this Agreement is terminated by either party hereto, after thirty days written notice to the other party, provided that if the Purchaser terminates this Agreement, then the Purchaser shall have made full payment to Paramount before the end of the thirty day period, any amounts owed under this Agreement as of the expiration of the thirty day notification period.

## 9. Independent Contractor

Paramount Pest Management, in performance of this Agreement, is acting as an independent contractor and shall have exclusive control of the manner and means of performing the services specified or contemplated by this Agreement. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of taxes), worker's compensation, disability, and other benefits. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership or joint venture between the parties. Under no circumstances shall the employees of one party be deemed to be employees of the other for any purpose.

## 10. Employee Non-Solicitation Agreement

It is agreed that both parties will not hire or solicit for hire, either as employees or independent contractors, any of each other's employees until after; **(A)** Two years following the last date that Paramount Pest Management furnished any services, whether under this Agreement or otherwise, or; **(B)** Two years after the termination of the particular employee's employment with the other party.





### 11. Disclaimer / Limited Liability

- a) Paramount Pest Management does not represent or guarantee that the service address included within this Agreement will be perpetually free of pests as a result of our services, or that every area of said service address will be inspected, or treated, on each visit.
- b) Paramount Pest Management disclaims and shall not be responsible for any liability for direct, indirect, special, incidental, consequential and/or loss of anticipated profits or benefits, or any breach of this Agreement, even if Paramount Pest Management has been advised of the possibility of such damages. The obligations of Paramount Pest Management specifically stated in this agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation of merchantability or fitness for a particular purpose.
- c) Paramount Pest Management shall not be responsible for physical damage, bites, stings, rashes, mental anguish, and/or any medical condition caused by any insect, rodent, or organism, at any time.
- d) Paramount's liability under this agreement will be terminated if Paramount is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, labor/union strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, Acts of War, whether declared or undeclared, acts of any duly constituted authority that adversely affects pest control services, or any other Act of God, circumstances, or cause beyond the control of Paramount Pest Management.
- e) It is further understood that Paramount Pest Management shall not be responsible for any pest services performed by any party other than Paramount Pest Management and services required and/or requested to remedy and/or reconfigure such circumstances shall be considered special/additional services and subject to additional fees.

### 12. Entire Agreement

Attachments, if any, together with this Agreement constitute the entire Agreement between the Purchaser and Paramount, and no other representation or statements, whether oral or written, will be binding.

### 13. Acceptance of this Agreement

Purchaser/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser/Agent Name: \_\_\_\_\_ Title: \_\_\_\_\_

Paramount Representative: \_\_\_\_\_ Date: \_\_\_\_\_